

Managed Services Agreement

1. Term of Agreement

This Agreement between City of West Lafayette, and Roeing Corporation is effective upon the date signed, and shall remain in force for a period of one year. The Service Agreement will automatically renew for a subsequent one year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) days' prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated at any time during the term, with or without cause, by either Party upon thirty (30) days' written notice to the other Party:
- b) If either party terminates this Agreement, Roeing Corporation will assist City of West Lafayette in the orderly termination of services, including timely transfer of the services to another designated provider. City of West Lafayette agrees to pay Roeing Corporation the actual costs of rendering such assistance.

2. Fees and Payment Schedule

Fees will be \$5,500 per month, invoiced to City of West Lafayette on a Monthly basis, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 15 days following date due. Refer to Appendix B for the services covered by the monthly fee under the terms of this Agreement.

3. Taxes

It is understood that any Federal, State or Local Taxes are not applicable and will not be added to each invoice for services or materials rendered under this Agreement.

4. Coverage

Remote Helpdesk and Vendor Management of City of West Lafayette's IT networks will be provided to City of West Lafayette by Roeing Corporation through remote means between the hours of 8:00 am – 6:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

Roeing Corporation will respond to City of West Lafayette's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by City of West Lafayette's designated I.T. Contact Person, by Roeing Web ticket system, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 6:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Limitation of Liability

In no event shall Roeing Corporation be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

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5. Additional Maintenance Services

Hardware/System Support

Roeing Corporation shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract or warranty coverage; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to City of West Lafayette after first receiving City of West Lafayette's authorization to incur them.

Virus Recovery for Current, Licensed Antivirus protected systems

Damages caused by, and recovery from, virus infection not detected and quarantined by the latest Antivirus definitions are covered under the terms of this Agreement. This Service is limited to those systems protected with a Currently Licensed, Vendor-Supported Antivirus Solution.

Monitoring Services

Roeing Corporation will provide ongoing monitoring and security services of critical devices as indicated in Appendix B. Roeing Corporation will provide monthly reports as well as document critical alerts, scans and event resolutions to City of West Lafayette. Should a problem be discovered during monitoring, Roeing Corporation shall make every attempt to rectify the condition in a timely manner through remote means.

6. Suitability of Existing Environment

Minimum Standards Required for Services

In order for City of West Lafayette's existing environment to qualify for Roeing Corporation's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. Any private wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

Costs required to bring City of West Lafayette's environment up to these Minimum Standards are not included in this Agreement.

7. Excluded Services

Service rendered under this Agreement does not include:

- 1) Parts, equipment or software not covered by vendor/manufacture warranty or support.
- 2) The cost of any parts, equipment, or shipping charges of any kind.
- 3) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 4) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 5) The cost to bring City of West Lafayette's environment up to minimum standards required for Services.
- 6) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.

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- 7) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Roeing Corporation, including alterations, software installations or modifications of equipment made by City of West Lafayette's employees or anyone other than Roeing Corporation.
- 8) Maintenance of Applications software packages, whether acquired from Roeing Corporation or any other source unless as specified in Appendix B.
- 9) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 10) Training Services of any kind.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Indiana. It constitutes the entire Agreement between City of West Lafayette and Roeing Corporation for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by City of West Lafayette.

Roeing Corporation is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.


9. Acceptance of Service Agreement

This Service Agreement covers only those services listed in "Appendix B." Roeing Corporation must deem any equipment/services City of West Lafayette may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Roeing Corporation, shall result in an adjustment to City of West Lafayette's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be effective on September 1, 2010.

For: ROEING CORPORATION

For: City of West Lafayette

By: 
Cecilia A. Corcoran

By: _____

Title: Vice President of Operations

Title: _____

Date: August 31, 2010

Date: _____

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Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (In hours) *	Resolution time (in hours) *
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort
Small service degradation (business process can continue, one user affected).	4	within 24 hours	ASAP – Best Effort

*Business hours are defined as 8:00 am to 6:00 pm.

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Appendix B

Service Coverage

This Managed Services Agreement matrix outlines the services to be performed under this Agreement. Pricing is based upon the number of users and servers.

This Managed Services Agreement covers labor-only, no equipment or parts are covered by this agreement. Parts and other expenses will be billed to City of West Lafayette on an as needed basis. ROEING CORPORATION personnel will be performing the following services:

Desktop & Printer Management	Server Management	Network Management
Maintenance	Maintenance	Maintenance
<ul style="list-style-type: none"> • Asset Management • License Management • Hardware Maintenance • Desktop Administration • Antivirus Management • Patch Management • Spyware / Adware Management • Printer Maintenance • Microsoft Application Support 	<ul style="list-style-type: none"> • Patch Management • Event Log Monitoring • Hardware Monitoring • Backup Monitoring • User Administration • Software Installation • Antivirus Management • Exchange Administration • Printer Management • License Administration 	<ul style="list-style-type: none"> • Firewall Management • ISP Management • Domain Name Support • VPN Support – existing connections
Warranty	Warranty	Warranty
Equipment Warranty Maintenance	Equipment Warranty Maintenance	Equipment Warranty Maintenance
Response Time	Response Time	Response Time
Business Hours - Phone & On-site	7X24 Phone & On-site	Business Hours - Phone & On-site

This service is provided using a very comprehensive remote maintenance and monitoring software application, Level Platforms. Roeking will configure this software to monitor your network and send alerts to Roeking's operation center console in order to proactively manage your network and other critical devices. In addition, you will receive monthly reports based on these performance measures. We will also meet with your IT committee on a regular basis to review the network performance, PC management & maintenance data, and support call ticket data. We will provide an on-line technical request system which will allow the end-users, or appropriate personnel, to log technical support tickets. These support tickets will be available for the end-user or appropriate personnel to view for status or resolution information while in-process or after the ticket is closed. A variety of measurement reports are available based on the call ticket system: average time to close a ticket, number of days tickets are open, etc. Roeking will provide the agreed upon reports to the City on a monthly basis.

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Appendix B Service Coverage

Description	Frequency	Included in Maintenance
<i>General</i>		
Document software and hardware changes	As performed	YES
Test backups with restores	Monthly	YES
Monthly reports of work accomplished, work in progress, etc.	Monthly	YES
<i>Systems</i>		
Check print queues	As needed	YES
Ensure that all server services are running	Daily/hourly	YES
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	As things appear	YES
Monitor hard drive free space on server	Daily/hourly	YES
Reboot servers if needed	As needed	YES
Run defrag and chkdsk on all drives	As needed	YES
Scheduled off time server maintenance	As needed	YES
Install software upgrades	As needed	YES
Determine logical directory structure, Implement, MAP, and detail	Revisit Monthly	YES
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	YES
Check status of backup and restores	Daily	YES
Alert office manager to dangerous conditions: <ul style="list-style-type: none"> Memory running low Hard drive showing sign of failure Hard drive running out of disk space Controllers losing interrupts Network Cards report unusual collision activity 	As needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure, keep efficient and active	Monthly	YES
<i>Disaster Recovery</i>		
Disaster Recovery of Server(s)	As Needed	NO
<i>Networks</i>		
Check router logs	Weekly	YES
Performance Monitoring/Capacity Planning	Weekly	YES
Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Weekly	YES
Major SW/HW upgrades to network backbone, including routers, WAN additions, etc.	As needed	YES
Maintain office connectivity to the Internet	Ongoing	YES

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Description	Frequency	Included in Maintenance
<i>Security</i>		
Check firewall logs	Monthly	YES
Confirm that antivirus virus definition auto updates have occurred	As Needed	YES
Confirm that virus updates have occurred	As Needed	YES
Confirm that backup has been performed on a daily basis	Daily	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As Needed	YES
Permissions and file system management	As Needed	YES
Set up new users including login restrictions, passwords, security, applications	As needed	YES
Set up and change security for users and applications	As needed	YES
Monitor for unusual activity among users	Ongoing	YES
<i>Applications</i>		
Exchange user/mailbox management	As needed	YES
Monitor directory replication	As needed	YES
SQL server management	As needed	YES
Overall application disk space management	As needed	YES
Ensure Microsoft Office Applications are functioning as designed	As needed	YES
<i>Items not Included</i>		
Project based work		NO
New application installation		NO
New hardware installation		NO
Virus cleanup – past 1 hour, reimage of unit would be included.		NO

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Appendix B Service Coverage

Labor: 24x7 Monday-Sunday	Rate
Remote PC Management/Help Desk	INCLUDED * BUSINESS HOURS
Remote Printer Management	INCLUDED * BUSINESS HOURS
Remote Network Management	INCLUDED *
Remote Server Management	INCLUDED *
24x7x365 Network Monitoring	INCLUDED *
Lab Labor	INCLUDED *
Onsite Labor	INCLUDED *
Labor Rates: 6:01pm-7:59am M-F, 6:01pm F - 7:59am M **	Rate
Remote PC Management/Help Desk	\$127.50 /hr.
Remote Printer Management	\$127.50 /hr.
Remote Network Management	\$172.50 /hr.
Remote Server Management	\$172.50 /hr.
Remote Security or network device management	\$202.50 /hr.
Onsite Labor – Same as remote rates – Managed Services customers do not receive travel charges.	See above
Labor: 8am - 6pm M-F **	Rate
Remote PC Management/Help Desk	\$85.00 /hr.
Remote Printer Management	\$85.00 /hr.
Remote Network Management	\$115.00 /hr.
Remote Server Management	\$115.00 /hr.
Remote Security or network device management	\$135.00 /hr.
Onsite Labor – Same as remote rates – Managed Services customers do not receive travel charges.	See above

*Labor is only included for covered devices and issues.
 ** Labor rates shown are for issues outside the managed services contract.